

כאן

תאגיד השידור הישראלי

נספח ד'

מדיה

MULTIMEDIA PROFESSIONAL LIABILITY POLICY

Schedule

Policy Number:

Item 1. Named Insured: Kan - Israeli Public Broadcasting Company Ltd. (IPBC)
And/or News corporation and/or subsidiaries and/or affiliated entities.

Address: Main office: Kanfei Nesharim 35, Jerusalem

Item 2. Policy Period 12 months TBA.

Item 3. Activities Operation of all the public broadcasting channels, services and stations including but not limited to via the internet, web sites, digital media, TV stations, Radio stations, new media, social networks, blogs, Facebook, Twitter and the likes. Production of programs, news, movies, documentaries, investigative reporting, editorials, sectorial, educational, children's programs etc., and all related media activity, marketing, promotion, organization, sponsorship of events of any kind and/or activity through phones, tables, phablets, internet devices of any kind and digital receivers and all other activities and services ancillary in connection therewith.

Item 4. Limits of Liability NIS 8,000,000 a.o.o / a.g.g

Item 5. Annual Turnover NIS 90,000,000

Item 6. Deductible NIS 100,000

Item 7. Annual Gross Premium NIS _____

Item 8. Territorial Scope and Jurisdiction	In respect of any amount which the insured shall have to pay to a third party as compensation under any law applicable and/or loss occurring Worldwide. Policy Interpretation and adjudication, exclusively according to Israeli law and Israeli Courts.
Item 9. Retroactive Date	18.06.2015.
Item 10. Wording	Multimedia Professional Liability Policy (attached)
Item 11. General Conditions	<ol style="list-style-type: none"> 1. Including Freelancers (with no notice in advance); 2. Cancellation clause (amended). 3. Extended Reporting Period (options). 4. USA / Canada conditions clause.
Item 12. Payment Terms	Full premium, within 45 days from inception.

Additional Terms & Conditions:

1. Cancellation clause (amended):

It is understood and agreed, that the insurer right of cancellation, will be strictly limited for the reasons of non-payment of the premium, or fraud by the insured in accordance with the causes of actions as detailed In the Insurance Contract Law, 5741-1981.

2. Extended Reporting Period (options):

If the Insurer refuses to renew this insurance for any reason other than non-payment of premium or fraud on behalf of the Named Insured or any other causes for rescinding the insurance contract as detailed In the Insurance Contract Law, 5741-1981, or the Insured refuses to renew this policy, the Insured may:

1. by giving written notice to the Insurer on or before the effective date of the cancellation or no later than 30 days after the effective date of non-renewal; and
2. upon payment of an additional premium as stated in the table below of the annual premium, such premium to be non refundable and paid to the Insurer within 60 days of the non-renewal, secure an extended reporting period as noted in the table below following the effective date of such cancellation or non-renewal, to report Claims which may be made against the Insured. Such Claims shall be deemed to have been made and reported during the Period of Insurance, but only if the act or omission giving rise to the Claim occurred:
 - A. during the Period of Insurance; and
 - B. prior to the effective date of cancellation or non-renewal.

Period	Premium (% of the last annual premium)
1 year	25%
3 years	50%
7 years	100%

3. UNITED STATES OF AMERICA AND CANADA – CONDITIONS CLAUSE

Any Claims made or legal proceedings made within the United States of America and/or Canada and/or territories which come under the jurisdiction of the United States of America and/or Canada including the enforcement by courts of any other country or any judgment originally obtained in any court of the United States of America and/or Canada and/or territories which come under the jurisdiction of the United States and/or Canada shall be subject to the following conditions and exclusions:-

Conditions:

1. The most the Company will pay in respect of all claims made under this Policy is not to exceed the annual Limits of Liability in the schedule.
2. It is hereby declared and agreed that in the claims that will be litigated before a court in the USA and/or Canada or pursuant to the law in the USA and/or Canada, reasonable legal fees that the insured should incur in respect of his/her liability beyond the limit of liability are also covered, pursuant to the common criteria for reasonable legal fees in Israeli courts.

Exclusions:

This policy shall not apply to:

1. Any punitive and/or exemplary damages awarded against the Insured.
2. Claims based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.
3. Claims arising out of any actual or alleged violations of the Racketeer Influenced and Corrupt Organization Act 18 USC Section 1961 et seq and any amendment thereto, or any rules and regulations promulgated thereunder.
4. Claims arising out of actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.
5. The following, regardless of whether or not such coverage was or would have been afforded by the above Policy.
 - a. To any liability including defense costs and expenses incurred in Canada or the United States of America, their territories or possessions arising out of the actual, alleged or threatened discharge, dispersal, release or escape or pollutants.
 - b. To any loss, cost or expense incurred in Canada or the United States of America, their territories or possessions arising out of any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditions or reclaimed.
It is the intent to exclude any and all coverage for any Claim, suit, liability, defense costs, expenses and settlement in Canada or the United States of America, their territories or possessions arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

Multimedia Professional Liability

Policy wording

POLICY NUMBER: _____

Multimedia Professional Liability

In consideration of the premium undertaking, and in reliance upon the statements in the application(s) attached hereto and made a part hereof, and subject to the Limits of Liability purchased as stated in the Declarations and the terms and conditions contained herein, **we** agree as follows:

I. PROFESSIONAL LIABILITY

We will pay amounts **you** are legally required to pay to compensate others for damages as a result of one or more **claims** arising from **your wrongful act** or that of another for whom **you** are legally responsible, including liability **assumed under contract**. The **wrongful act** must first take place on or after the retroactive date as noted in the schedule, in the performance of the **multimedia** services provided by the Named Insured and its **subsidiaries** and the **claim** must be brought during the **policy period** or the optional **discovery period** if purchased.

II. ADDITIONAL BENEFITS

Payment of the following benefits will be made only with respect to **claims** covered by Section I. above. They are part of and subject to the Limits of Liability and are subject to the Deductible. These benefits end after **our** applicable Limit of Liability has been exhausted by payment of judgments, settlements and claim expenses.

A. Defending and Settling Lawsuits (Defense part of limits)

- 1.** **We** have the right and duty to defend a covered **claim** brought against **you**, even if the **claim** is groundless or fraudulent. **Claim expenses** are part of and subject to **our** Limits of Liability. **Our** duty to defend ends after the applicable Limit of Liability has been exhausted by payment of **claim expenses**, judgments, issuances of awards, settlements, and interest accruing on judgments and awards prior to entry of judgment or issuance of an award. However, in respect of **claims** brought against **you** in Israel, it is agreed that in case of a loss, including **claim expenses**, which exceeds the applicable Limit of Liability, **we** shall pay the reasonable **claim expenses** incurred in such **claim** according to Clause 66 to the Insurance Contract Law - 1981.
- 2.** **We** have the right to investigate any **claim** and, with **your** written consent, settle any **claims** if **we** believe that it is proper. **Our** duty to defend ends if **you** unreasonably refuse to consent to a settlement **we** recommend and the **claimant** will accept. **You** must then defend the **claim** at **your** own expense and negotiate any settlement. **Our** liability for any settlement or judgment will not be more than the amount for which **we** could have settled had **you** consented.

B. Post-Judgment Interest

We will pay all interest on that amount of any judgment within **our** Limit of Liability which accrues:

1. after entry of judgment; and
2. before **we** have paid, offered to pay, or deposited in court that part of the judgment that's within **our** applicable Limit of Liability.

C. Legal Bonds

We will pay premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a **claim we** defend. However, **we** will only pay for bonds valued up to **our** applicable Limit of Liability. **We** have no obligation to appeal or to obtain these bonds.

III. DEFINITIONS

A. affiliate means a person or entity that (1) directly or indirectly through one or more intermediaries **controls** or is **controlled** by, or is under common **control** with **you**; or (2) that is a successor in interest to **you**;

B. assumed under contract means liability assumed by **you** in the form of hold harmless or indemnity agreements executed with any party, but only as respects **material** provided by **you** in the performance of **multimedia** services; It is also means any agreed compensation with respect of the performance of printing services.

The types of liability **assumed under contract** include hold harmless or indemnity agreements with authors, other book publishers, distributors, retailers, motion picture companies, broadcasters, magazine publishers, or any entities distributing **material**;

C. bodily injury means bodily harm, sickness, or disease, including death but excluding mental anguish;

D. claim means a demand for money or services, or other relief including:

1. lawsuits or arbitration proceedings,
2. actions seeking injunctive or non-monetary relief; and,
3. criminal proceedings;

E. claim expense means the following incurred by **us**, or incurred by **you** with **our** written consent:

1. fees charged by an attorney in defense of a **claim**, including legal expenses necessitated by a demand for a retraction or correction; and
2. all other fees, costs, and expenses which result from the investigation, discovery, adjustment, defense, settlement or appeal of a **claim**.

claim expense does not include salary charges or expenses of **your** regular employees or those of independent claims adjusters hired by **you**;

It is hereby agreed that law offices appointed by **us** or any law offices nominated by you with our consent, will conduct the defense of a **claim** subject to its discretion and in cooperation with **us**, subject to lawyers' tariff approved by **us**.

F. control (including the terms "controlled," "controls," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management of a person or entity, whether through ownership of voting securities, by contract, or otherwise;

G. external source means any person or entity other than **you**;

H. loss means the total sum of damages, judgments, settlements and **claims expenses**, including punitive or exemplary damages or agreed compensations in favor of third parties.

Without derogating of the above, **loss** shall not mean and this policy won't cover:

1. fines, penalties, or taxes; or,
2. matter which are uninsurable under the law pursuant to which this policy shall be construed;

I. material means anything in the content of **multimedia**, and use of such **material** by others;

J. multimedia means the following:

1. **Broadcasting:**

- a. television broadcasting (independent, public and network television)
- b. motion picture broadcasting
- c. cable and satellite television broadcasting
- d. radio broadcasting
- e. internet hosting and transmission
- f. digital and social media
- g. YouTube, VOD etc.

2. **Publishing:**

- a. newspaper publishing
- b. magazine publishing
- c. books publishing
- d. music publishing
- e. directories publishing
- f. electronic, digital publishing
- g. video tape publishing
- h. screen play, film script and playwright publishing
- i. researching, preparation, publication, republication, serialization, exhibition or distribution of **material**

3. **Advertising** means publicity or promotion on **your** own behalf or for others;

K. over-redemption means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount;

L. policy period means the period commencing on the effective date shown in the Declarations and ending on the earlier of either the expiration date or the effective date of cancellation of this policy. If **you** become an insured under this policy after the effective date, the **policy period** begins on the date **you** became an insured;

M. property damage means (1) physical injury to, loss or destruction of, tangible property including the resulting loss of use thereof; or (2) loss of use of tangible property which has not been physically injured, or destroyed;

N. subsidiary shall mean any corporation of which the first Named Insured stated in the Declarations (the "first Named Insured") owns on the inception date of the **policy period** more than 50% of the issued and outstanding voting stock either directly or indirectly through a **subsidiary**;

subsidiary shall also mean any corporation which becomes a **subsidiary** during the **policy period** but only upon the condition that within 90 days of its becoming a **subsidiary**, you shall have provided us with full particulars of the new **subsidiary** and agreed to any reasonable additional premium and/or amendment of the provisions of this policy required by us relating to such new **subsidiary**, subject to the review and acceptance by us of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the first Named Insured paying when due any additional premium required by us relating to such new **subsidiary**. A corporation becomes a **subsidiary** when the first Named Insured owns more than 50% of the issued and outstanding voting stock either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the first Named Insured ceases to own more than 50% of the issued and outstanding voting stock;

O. unfair competition means the unlawful attempt to imitate a competitor's or business rival's goods or services, trade mark, tradename, trade dress or service mark;

P. we, us, or our means the company issuing this policy;

Q. wrongful act means:

1. any of the following actual or alleged breaches of duty, neglects, errors, misstatements, misleading statements or omissions, including liability therefor **assumed under contract**, constituting:
 - a. any form of defamation or other tort related to disparagement or harm to the character, reputation, or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 - b. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
 - c. false arrest, detention or imprisonment or malicious prosecution;
 - d. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
 - e. infringement of title, slogan, trademark, trade name, trade dress, service mark, or service name;

- f. infringement of copyright, plagiarism, piracy, or misappropriation of ideas under implied contract, or other misappropriation of property rights, ideas or information; or,
 - g. **unfair competition** alleged in conjunction with Items 1e or 1f above; or,
2. any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission, including liability therefore **assumed under contract**, which results in **loss** because a third party, which has no ownership relationship with **you**, including but not limited to, acts upon or makes a decision or decisions based on the content of the **material** disseminated by **you** or with **your** permission;

R. you or your means:

- 1.
 - a) the individual, partnership, or corporation designated as Named Insured in Item 1 of the Declarations,
 - b) any **subsidiary** of the Named Insured, but only with respect to **wrongful acts** which occur while it is a **subsidiary** and are otherwise covered by this policy, and
 - c) any current or former partner, including any person or entity becoming a partner during the **policy period**, executive officer, director, trustee, shareholder, or employee thereof (or of any limited or general partner, in the event the Named Insured is a limited partnership) of any person or entity described in a) or b), but only while acting within the scope of their duties as such in providing **multimedia** services; and,
- 2. any agent or independent contractor, including distributors, licensees, freelancers, and sub-licensees, providing **multimedia** services, but only through or under the direction of the Named Insured.

- S. pollutants** include (but are not limited to) any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed;

IV. EXCLUSIONS - CLAIMS NOT COVERED

We won't cover **claims** against **you**:

- A.** arising out of any act which by a final non appealable judgment is found to be fraudulent or criminal. Moreover, **we** shall be reimbursed for all amounts under this policy in the event of such a fraudulent or criminal finding by a final non appealable judgment; however, this exclusion shall not apply to dishonesty or criminal acts of your employees, agents or independent contractors and to any tort liability under Amendment number 30 to the Communication and Transmission Law 2008.

- B. by (1) the Named Insured or any **subsidiary** or **affiliate** thereof or shareholders, or
(2) present or prospective employees, partners, joint venture partners, co-venturers, officers, or directors of the foregoing, or
(3) by any independent contractor supplying **material** or services to **you**, but, as regards such independent contractors, only with respect to **claims** involving disputes over the ownership or exercise of rights in **material** or services supplied; however, this policy does not apply, whether or not such disputes result, to any **claims** arising out of **your** employment practices liability;
- C. arising out of any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan;
- D. arising out of **bodily injury** or **property damage**;
- E. arising out of the purchase, sale, or offer or solicitation of an offer to purchase or sell of any security offered by **you** or any **affiliate**; or,
- F. arising out of **over-redemption** of coupons, awards, or prizes from advertisements, promotions, games, sweepstakes, contests, and games of chance;
- G. arising out the same **wrongful act** or series of continuous, repeated or related **wrongful acts**, alleging the same or similar facts, alleged or contained in any **claim** which has been reported, or any **wrongful act** of which notice has been given, under any policy of which this policy is a renewal, replacement or succeeds in time;
- H. arising out of false **advertising** or misrepresentation in **advertising** or for **unfair competition** based thereon, but only in respect of intentional: false, misleading, deceptive, fraudulent or misrepresenting statements of **you**;
- I. arising out of infringement of patents;
- J. arising out of antitrust, restraint of trade, unfair or deceptive business practices, or **unfair competition** not directly related to or in conjunction with a **claim** involving items e. or f. of **wrongful act**;
- K. arising out of a **claim** or **claims** resulting solely from your fees or charges, including collecting fees from third parties;
- L. arising out of any **wrongful act** occurring prior to the effective date of this policy if on or before that date any of **you** knew or could have reasonably foreseen that such **wrongful act** could lead to a **claim** or suit;
- M. arising out of any litigation pending and/or prior to the effective date of this policy.
- N. arising out of:
 1. the actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**, or
 2. any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**;

V. LIMITS OF LIABILITY

- A. Without derogating from the conditions of Section 2.A.1 above, the limits shown in the Declarations of this policy are the most **we** will pay regardless of the number of:
1. persons or organizations covered by this policy;
 2. claimants or **claims** brought; or,
 3. coverages under this policy which may be applicable.
- B. **Each Claim Limit.** All **claims** arising from the same, continuous, repeated or related **wrongful acts** shall be treated as one **claim**. The Limits of Liability and the Multimedia Professional Liability Policy issued by **us** to the Named Insured in effect when the first such **wrongful act** took place after the **first inception date** shall be the only Limit of Liability and the only policy which shall apply.
- C. **Aggregate Limit.** This is the most we will pay for the total of all **claims**.

VI. DEDUCTIBLE

You will be responsible for the deductible amount shown in the Declarations. The deductible applies to each **claim**, and **you** may not insure it. All **claims** arising from a **wrongful act** or continuous, repeated, or related **wrongful acts** shall be subject to one deductible. The deductible and Multimedia Professional Liability Policy issued by **us** to the Named Insured in effect when the first such **wrongful act** took place after the **first inception date** shall be the only deductible and only policy which applies. **We** may pay all or part of the deductible to settle a **claim**, in which case **you** agree to repay **us** promptly after **we** notify **you** of the settlement.

VII. OTHER PROVISIONS AFFECTING COVERAGE

A. What You Must Do in the Event of a Claim

Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you**, which your legal advisors estimate your liability in excess of the Indemnification threshold specified in the Declarations, as soon as possible. **You** must:

1. Immediately record the specifics of the **claim** and the date **you** received it; and
2. Send **us** copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible to the following address: _____
(TBA)

Claims which your legal advisors estimate your liability less of the Deductible shall be treated by you and on your expenses. Claims which your legal advisors estimate your liability in excess of the Deductible shall be treated by **us** and on our expenses.

B. Your Assistance and Cooperation

1. **You** agree to cooperate with and help **us** by:
 - a. Making settlements;
 - b. Enforcing any legal rights **you** or **we** may have against anyone who may be liable to **you**;
 - c. Attending depositions, hearings and trials;
 - d. Securing and giving evidence, and obtaining the attendance of witnesses.

2. **You** will not admit any liability, assume any financial obligation or pay out any money without **our** prior consent.
3. **You** shall take such actions which, in **your** judgment, are deemed necessary and practicable to prevent or limit the dissemination of **material** that is erroneous, false, or untrue.
4. **Your** rights under this policy shall not be prejudiced by **your** refusal, or of anyone for whose acts **you** are legally responsible, to reveal the identity of a confidential **external source** in connection with a **claim** under this policy.

C. Where Coverage Applies

We cover **wrongful acts** that occur, and **claims** that are brought anywhere in the world.

D. Subrogation

You may be able to recover all or part of a **loss** from someone other than **us**. **You** therefore must do all that is possible after a **loss** to preserve any such right of recovery. If **we** make a payment under this policy, that right of recovery will belong to **us**. **You** will do whatever is necessary, including signing documents, to help **us** obtain that recovery.

E. Policy Changes

This policy contains all the agreements between **you** and **us** concerning this insurance. The first Named Insured stated in Item 1 of the Declarations is authorized to make changes in this policy only with **our** written consent. This policy can only be changed by a written endorsement **we** issue and make a part of this policy.

F. Assignment

You cannot assign or transfer **your** interest in this policy without **our** written consent attached to the policy.

If **you** die or are declared legally incompetent, **your** rights and duties will be transferred to **your** legal representative; but only while acting within the scope of his or her duties as such, and only with respect to **your** acts taken prior to **your** death or incompetence.

G. Special Rights and Duties of First Named Insured

You agree that when there is more than one person or organization covered under this policy, the first Named Insured stated in Item 1 in the Declarations shall act on behalf of all of **you** as to:

1. giving and receiving notice of cancellation;
2. payment of premiums and receipt of return premiums; and
3. acceptance of any endorsements to this policy.

H. Declarations

By accepting this policy, **you** agree that the statements in the Application and Declarations are true, and they are **your** agreements and representations.

This policy is issued in reliance upon the truth of those representations.

I. Bankruptcy

You or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this policy.

J. Cancellation

This policy may be canceled by the first Named Insured designated in Item 1 of the Declarations by mailing to **us** written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by **us** by mailing to the first Named Insured at the address shown in this policy written notice stating when, not less than 60 days thereafter, such cancellation shall be effective. However, if **we** cancel this policy because **you** have failed to pay a premium when due, this policy may be canceled by **us** if the outstanding premium will not be paid within 15 days after written notice shall be given by us, by mailing a written notice of cancellation to the first Named Insured at the address shown in Item 1 of the Declarations stating when, not less than 21 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice either by the first Named Insured or by **us** shall be equivalent to mailing. If the first Named Insured cancels, the unearned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, unearned premium shall be computed pro-rata. Premium adjustment will be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

K. Service of Suit

It is agreed that in the event of **our** failure to pay any amount claimed to be due hereunder, **we** will submit to the jurisdiction of a court of competent jurisdiction within the State of Israel. It is further agreed that service of process in such suit may be made upon _____(TBA), and that in any suit instituted against **us** upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.
